

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

WELLS FARGO COMMERCIAL )  
DISTRIBUTION FINANCE, LLC, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ROGER W. HARROD, )  
 )  
Defendant. )  
 )  
Civil Action No. \_\_\_\_\_

**COMPLAINT**

COMES NOW Plaintiff Wells Fargo Commercial Distribution Finance, LLC ("WFCDF"), and states its complaint against the above-named Defendant Roger W. Harrod as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Wells Fargo Bank, National Association is the sole member of WFCDF.
2. Wells Fargo Bank, National Association is a national bank with its principal office in Sioux Falls, South Dakota.
3. Defendant Roger W. Harrod ("Harrod") is an individual who resides at 111 Rogers Street, Roopville, Georgia 30170, where he may be served with process.

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the amount in controversy exceeds \$75,000.00 and there is complete diversity of citizenship between the parties.

5. Venue is proper pursuant to 28 U.S.C. § 1391, because Defendant Harrod is subject to the personal jurisdiction of this Court at the time of the filing of this action and, therefore, are deemed to reside within this judicial district.

### **BACKGROUND FACTS**

6. At all times pertinent hereto, Defendant Harrod owned and operated Georgia Deer Farm, Inc. (the "Borrower"), a farm equipment business in Roopville, Georgia.

7. WFCDF finances the purchase of agricultural equipment inventory.

8. On or around August 7, 2008, the Borrower entered into an Inventory Financing Agreement with WFCDF's predecessor-in-interest GE Commercial Distribution Finance Corporation. A true and correct copy of the Inventory Finance Agreement is attached hereto as **Exhibit 1**.

9. On or around August 14, 2015, GE Commercial Distribution Finance Corporation converted from a Delaware corporation to a Delaware limited liability company and became thereafter GE Commercial Distribution Finance, LLC. A true and correct copy of the Delaware Secretary of State conversion documents is

attached hereto as **Exhibit 2**. On or around March 1, 2015, GE Commercial Distribution Finance, LLC, changed its name to Wells Fargo Commercial Distribution Finance, LLC. A true and correct copy of the Delaware Secretary of State amendment documents is attached hereto as **Exhibit 3**. GE Commercial Distribution Finance Corporation, GE Commercial Distribution Finance, LLC, and Wells Fargo Commercial Distribution Finance, LLC, will hereinafter be collectively referred to as “WFCDF.”

10. Pursuant to the Inventory Financing Agreement, Wells Fargo agreed to extend credit to the Borrower, from time to time, to enable the Borrower to purchase inventory, and the Borrower pledged, as security for the repayment of the amounts borrowed under the Inventory Financing Agreement, certain collateral as more particularly described therein, which includes (among other things) the inventory purchased with Wells Fargo’s financing (the “Collateral”).

11. Defendant Harrod executed and delivered a Guaranty to WFCDF in connection with the Inventory Financing Agreement, dated September 8, 2014 (the “Unconditional Guaranty”), a true and correct copy of which is attached as **Exhibit 4**.

**COUNT I**

**Default on the Inventory Financing Agreement; Enforcement of Guaranty;  
Breach of Contract**

12. The preceding paragraphs of this complaint are incorporated by reference as if restated herein in full.

13. On or about October 19, 2019, the Inventory Financing Agreement came into default by virtue of the Borrower's non-compliance with the Inventory Financing Agreement by selling Wells Fargo's Collateral out of trust in the amount of \$44,507.78.

14. The Inventory Financing Agreement has remained in default since October 19, 2019.

15. As of November 16, 2020, the Inventory Financing Agreement had an outstanding balance of **\$129,267.47**, exclusive of legal fees and expenses (the "Outstanding Balance"), itemized as follows:

|                     |              |
|---------------------|--------------|
| \$127,768.32        | Principal    |
| \$1,454.52          | Interest     |
| <u>\$44.63</u>      | Late Charges |
| <b>\$129,267.47</b> | <b>Total</b> |

16. The Outstanding Balance continues to accrue interest after November 16, 2020 at the rate(s) specified in the Inventory Financing Agreement.

17. By virtue of the Unconditional Guaranty, Defendant Harrod is obligated to repay the Outstanding Balance on the Borrower's behalf.

18. By virtue of the Unconditional Guaranty, Defendant Harrod is liable to WFCDF for the Inventory Financing Agreement, plus pre-judgment interest accruing after November 16, 2020 at the rate specified in the Inventory Financing Agreement.

19. Provisions of the Inventory Financing Agreement—including specifically Paragraph 14—also obligate Defendant Harrod to pay WFCDF attorney's fees, costs, and expenses.

20. All conditions precedent to WFCDF's enforcement of the Inventory Financing Agreement have been performed, waived, or otherwise satisfied.

**WHEREFORE**, having set forth its complaint against Defendant Harrod herein above, WFCDF requests the following relief:

A. Under Count I, for judgment against Defendant Harrod for the Outstanding Balance, plus: (1) additional pre-judgment interest after November 16, 2020 set forth above; (2) attorney's fees calculated in accordance with the Inventory Financing Agreement; and (3) post-judgment interest on the principal sum awarded at the greater of the legal rate of interest or the rate of interest specified in the Inventory Financing Agreement;

- B. For all costs; and
- C. For such other and further relief that the Court deems just and appropriate.

Respectfully submitted this 19th day of January 2021.

Submitted by:

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.

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